

COOPERATION AGREEMENT

AGR/12/ETF/03

Between

THE EUROPEAN TRAINING FOUNDATION,
Villa Gualino, Viale Settimio Severo 65, 10133 Torino, Italy,

hereinafter referred to as "the ETF"

on the one side,

and

THE REGIONAL COOPERATION COUNCIL SECRETARIAT
Trg Bosne I Hercegovine 1/V, 71000, Sarajevo, Bosnia and Herzegovina

hereinafter referred to as "RCC SECRETARIAT"

on the other side

INTRODUCTION

Having regard the Regulation (EC) No 1339/2008 establishing the European Training Foundation as an agency of the European Union, aiming to contribute, in the context of EU external relations policies, to improving human capital development in the partner countries;

Having regard art. 3.6 of the Regulation (EC) No 1339/2008 that allows ETF to establish cooperation agreements with other relevant international bodies in the field of human capital development;

Whereas the 'human capital development' is defined as work which contributes to the lifelong development of individuals' skills and competences through the improvement of vocational education and training systems;

Whereas amongst the ETF functions there are to facilitate the exchange of information and experience among donors engaged in human capital development reform in partner countries, and to disseminate information and encourage networking and the exchange of experience and good practice between the EU and partner countries and amongst partner countries in human capital development issues;

Noting that the Regional Cooperation Council functions as a focal point for cooperation in South East Europe through regionally owned and led framework that also supports European and Euro-Atlantic Integration;

Noting that building human capital and economic and social development are among the five priority areas of the work of the Regional Cooperation Council as outlined by the RCC Statute;

Considering the extensive cooperation already in place between the Sides;

Recognising that the Sides have a common interest in cooperation in the fields of human capital and economic and social development in South Eastern Europe

THE SIDES HAVE DECIDED AS FOLLOWS:

Section 1 – PURPOSE

- 1.1 This cooperation agreement establishes a framework for co-operation in the fields of human capital and economic and social development in South Eastern Europe between the ETF and the RCC Secretariat.
- 1.2 The purpose of this agreement is to define the working arrangements between the ETF and the RCC Secretariat in order to implement their cooperation.

Section 2 – OBJECTIVES

- 2.1 The general objectives of this cooperation will be to:
 - 2.1.1 Enhancement of support with the aim at further developing cooperation in the fields of human capital as well as economic and social development in South Eastern Europe;
 - 2.1.2 Enhancement of awareness with key regional stakeholders on the importance of human capital for the development of the South Eastern Europe;
 - 2.1.3 Ensuring of structured knowledge sharing between the Sides and other RCC initiatives in the field of building and fostering human capital or economic and social development.
- 2.2. The specific thematic areas of cooperation shall be: social inclusion; sustainable development; adult education; evidence based policy making; governance; labour market need and employability; entrepreneurial learning

Section 3 – IMPLEMENTATION

- 3.1 Cooperation under this agreement endeavours to be conducted on the basis of the following principles:
 - a) Appointment of contact persons to implement the agreement;

For the purpose of this cooperation the following contact persons are nominated:

For the ETF
Ms Ulrike Damyanovic
Tel. +39 011 630 2330
Email: uda@etf.europa.eu

Ms Simona Rinaldi
Tel. +39 011 630 2332
Email: sri@etf.europa.eu

For the RCC Secretariat
Mr. Mladen Dragašević
Tel. +387 33 561 728
Email: Mladen.dragasevic@rcc.int

Each Side endeavours to inform each other in case of any changes with regards to the contact persons.

- b) Preparation by the contact persons of annual action plans and related timetable to decide the countries where co-operation will take place, based on prior assessment of achieved results.
- c) Provide regularly information on initiatives relevant for their Annual Action Plan.
- d) Each Side endeavors to invite the other one to participate in all relevant events organized in the framework of the institutions' work programmes for South East Europe.
- e) The Sides endeavor to liaise to identify relevant projects or initiatives and agree on the specific activities to be undertaken.

3.2. Each Side will endeavor to prevent any situation that could compromise the impartial and objective implementation of this agreement. Such conflict of interest could arise in particular as a result of economic interest, political or national affinity, family or emotional ties or any other relevant connection or shared interest. Each Side endeavor to refrain from participating in procurement procedures launched by the other Side.

Section 4 – MONITORING AND EVALUATION

- 4.1 Cooperation will be monitored and evaluated as appropriate on a mutual cooperative basis thus permitting, as necessary, the annual adjustment of the decided activities in the light of any needs or opportunities becoming apparent in the course of their implementation.
- 4.2 The contact persons will organise regular discussions, at least once a year, to review the status and the effectiveness of the cooperation, including an assessment of activities undertaken.

Section 5 – FINANCIAL IMPLICATIONS

- 5.1 Cooperation under this agreement will not imply allocation of any funds or resources by either Side to support and implement activities resulting from the cooperation.
- 5.2 All cooperation will be carried out within the administrative and financial rules and regulations of both ETF and RCC Secretariat.

Section 6– COPYRIGHT AND OWNERSHIP

- 6.1 Copyright clauses on the content of all texts and other documents or materials produced under this cooperation agreement will reflect the contribution of each Side and of any third Side.
- 6.2 The Sides will not divulge such documents and information referred to in Section 6.1 above without the written consent of the other.

Section 7 – VISIBILITY

- 7.1 Each Side will endeavour to take all appropriate measures to ensure that communications of relevance or publications about the joint activities, including at an event, indicate that they have received contributions from both Sides.
- 7.2 Where materials or events are jointly branded, the content and logos are agreed in advance in writing by both Sides.

Section 8- OTHER ARRANGEMENTS

- 8.1 This cooperation agreement is without prejudice to cooperation which may be put in place pursuant to other arrangements between the Sides.

Section 9 – GENERAL AND FINAL PROVISIONS

- 9.1 This cooperation agreement is a statement of best intent of the Sides and shall not create or affect legal rights or obligations, either in the relationship between the ETF and the RCC Secretariat or with any third Side.
- 9.2 This cooperation agreement shall come into effect on the date of its signature by the both Sides.
- 9.3 This cooperation agreement shall remain in effect for two years following which it may be extended.
- 9.4 This cooperation agreement may be terminated at any time by either Side upon one month written notice.
- 9.5 This cooperation agreement is made in English, in two identical copies.

SIGNATURES

For the Regional Cooperation Council
Secretariat

Goran Svilanović

Done at Brisel, on January 24, 2013

For the European Training Foundation

Madlen Serban, Director

Done at Bxl, on 24/01/2013